



Mayor

John D. Labriola

Council Members

Maryanne Connelly

John Moffitt

Scott M. Parker, MD

F. Daniel Prickett

Town Administrator

Stephanie Monroe Tillerson

WAYS & MEANS COMMITTEE MEETING

Kiawah Island Municipal Center

Council Chambers

October 25, 2021; 3:00 pm

AGENDA

- I. Call to Order:
- II. Pledge of Allegiance
- III. Roll Call:
- IV. Approval of Minutes:
 - A. Ways and Means Committee Meeting of August 25, 2021 [Tab 1]
- V. Citizens' Comments: (Agenda Items only)
- VI. Old Business:
 - None
- VII. New Business:
 - A. Review and Recommendation to Town Council for Approval of the contract with Kucera International for Aerial Photography and Lidar [Tab 2]
 - B. Review and Recommendation to Town Council for Approval of the proposal for Municipal Center Landscape Installation [Tab 3]
 - C. Review and Recommendation to Town Council for Approval of the proposal for Landscape Maintenance [Tab 4]
 - D. Review and Approval of New Business License Fees [Tab 5]
- VIII. Chairman's Report:
- IX. Treasurer's Report:
 - A. Budget Report for the First the Three Months Ended 9/30/2021 [Tab 6]
- X. Citizen Comments:
- XI. Committee Member's Comments:
- XII. Adjournment:



Tab | 1

WAYS AND MEANS

Agenda Item

WAYS & MEANS COMMITTEE MEETING

Kiawah Island Municipal Center

Council Chambers

August 25, 2021; 3:00 pm

MINUTES

I. Call to Order: *Chairman Prickett called the meeting to order at 9:00 am.*

II. Pledge of Allegiance

III. Roll Call:

Present at the meeting:

Dan Prickett, *Chairman*
John D. Labriola, *Mayor*
Maryanne Connelly, *Committee Member*
John Moffitt, *Committee Member*
Dr. Scott Parker, *Committee Member*

Absent:

Dorota Szubert, *Town Treasurer*

Also Present:

Stephanie Tillerson, *Town Administrator*
Petra Reynolds, *Town Clerk*
John Taylor, Jr., *Planning Director*
Brian Gottshalk, *Public Works Manager*

IV. Approval of Minutes:

A. Ways and Means Committee Meeting of July 26, 2021

Committee Member Parker made a motion to approve the minutes of the July 26, 2021 Ways and Means Committee meeting. The motion was seconded by Committee Member Moffitt, and the minutes were unanimously approved.

B. Special Call Ways and Means Committee Meeting of August 19, 2021

Committee Member Parker made a motion to approve the minutes of the August 19, 2021 Special Call Ways and Means Committee meeting. The motion was seconded by Committee Member Moffitt, and the minutes were unanimously approved.

V. Citizens' Comments: (Agenda Items only)

None

VI. Old Business:

None

VII. New Business:

A. Review and Recommendation to Town Council for Approval of the Kiawah Island Intersection and Corridor Study Updated Agreement

Mr. Taylor stated that the Kiawah Island Parkway serves as the gateway to the island. It is the Town's responsibility to not only maintain its aesthetics and functionality and ensure the safety and efficient mobility of residents, businesses, and visitors.

There has been a significant amount of development experienced both on the island and within the region. Current projects include The Cape, Freshfields, the MUSC project, the Kiawah Senior Living, and development on John's Island. These developments collectively may impact the traffic pattern in the area, particularly along the Kiawah Island Parkway. While the Kiawah and surrounding community continue to experience development, it is important for the Town to have clarity on how collectively both planned and unplanned potential developments could impact the Town's primary road asset. The Town should position itself to better understand traffic volumes along the Parkway and capture a long-term picture of recommended and or necessary transportation improvements to the Parkway or other area improvements to deliver better safe and efficient mobility of residents, businesses, and visitors.

The Town has previously contracted with Kimley-Horn to provide transportation improvement recommendations for improved compatibility along roadways and land use patterns. These previous studies included Duneside Road and Parcel 13 as well as Beachwalker Drive Bicycle and Pedestrian improvements.

The proposed study of the Kiawah Island Parkway would analyze the intersection and the current and future roadway operations of the Parkway, including the segment of Betsy Kerrison Parkway from the roundabout to Resurrection Road, and the segment of Seabrook Island Road where the the Senior Living and MUSC projects are proposed. The comprehensive study proposed by Kimley-Horn would utilize traffic data, site plans, future development plans, and future land use plans to determine if the Town would need to take any further action or request any action of future development to ensure consistent mobility.

Committee Member's discussion included the traffic study done for the Senior Living Center, ensuring that Kimley-Horn has access to copies of the studies already done.

Committee Member Connelly made a motion to recommend to Town Council the approval of the Kiawah Island Intersection and Corridor Study updated agreement. Committee Member Parker seconded the motion, and it was unanimously passed.

B. Review and Recommendation to Town Council for two new Kiawah Island signs on the Parkway

Mr. Gottshalk stated the current Kiawah Island signs on the Kiawah Island Parkway, at the roundabout and in front of the first gate, have been in place for approximately thirty years and have become noticeably weathered and continue to be impacted by natural elements. With the upgrades to the rest of the Parkway, staff feels the need to upgrade these signs to maintain the look and feel of the island as well as to create a more welcoming entrance to the island for residents and guests.

Mr. Gottshalk stated that the Town procured a copy of the master design plan from the Community Association for the new signage that has been implemented throughout the island. This design plan was sent out to seven different vendors, including Southwood, who did the signage throughout the island. Two vendors responded with a quote for the fabrication and installation of the new signs:

Signarama:	\$48,716.10
Southwood:	\$69,360.00

Mr. Gottshalk requested that the Ways and Means Committee recommend to Town Council the approval for Signarama to remove the existing signs and replace them with new upgraded signs.

Chairman Prickett added that the two signs are identical and will be manufactured according to Town specifications.

Committee Member Moffitt expressed his concern that these two signs would have a different design from the seven signs the public encounters outside the gate. He did not favor spending the money on newly designed signs when the others would not be changed to match. Members engaged in an in-depth discussion of the sign update done inside the gate by the Community Association and the suggestion to also replace the Municipal Center sign.

Committee Member Parker inquired on the cost of replacing the sign in front of the Municipal Center. Mr. Gottshalk pointed out that the sign was much larger, and the estimated cost of a matching sign was \$37,594.00.

Committee Member Parker made a motion to recommend to Town Council the approval of the proposal from Signarama for two new Kiawah Island signs. Committee Member Connelly seconded the motion. The motion was passed by a 4 to 1 vote, with Committee Member Moffitt voting “no”.

C. Recommendation to Town Council a cost for Salary Adjustment for Town Personnel

Ms. Tillerson requested the Ways and Means Committee consider a recommendation to Town Council for \$270,937.00 for salary adjustments. She indicated that several months ago, the Town engaged Evergreen Solutions to complete a Comprehensive Compensation and Benefits Study looking at market pier position comparisons and staff job evaluation comment forms. She noted that job grades and titles were adjusted based on the analysis. She reviewed the breakdown of the adjustments.

Implementation & Market Driven Compensation Plan, Eight (8) Percent Minimum Adjustments, and Contractual Adjustment

Number of Employees Impacted – 16

Total Implementation Cost - \$90,814

Employee Promotions

Number of Employees Impacted – 2

Total Implementation Cost - \$40,123

New Positions

Number of New Employees Impacted – 3

Total Implementation Cost - \$140,000

Ms. Tillerson stated that salary adjustments were budgeted for 2021 and 2022. Due to COVID, staff did not receive an adjustment in 2021, and the 2022 adjustment was postponed until the completion of the study. Committee members discussed the salary adjustments and the addition of additional staff.

Committee Member Parker made a motion to recommend to Town Council the approval of \$270,937 for a salary adjustment for Town personnel. Committee Member Connelly seconded the motion, and it was unanimously passed.

VIII. Chairman’s Report:

None

IX. Treasurer’s Report:

A. Budget Report for the Fiscal Year Ended 6/30/2021

Committee Member Moffitt questioned the reason for the huge budget versus actuals in business licensing. Ms. Tillerson stated that staff was very conservative in preparing the budget, and as the income for businesses increases, the cost of business licenses also increases.

Ms. Tillerson briefly reviewed the report prepared by Ms. Szubert, the Town Treasurer:

Presented is the Town's Balance Sheet as of June 30, 2021, and Budget to Actual Report for the fiscal year FY2021. The Budget to Actual Report is presented on the modified accrual basis, and all the funds are consolidated. The current year budget has been amended on December 1, 2020; the amended totals are reflected in the attached report.

As of June 30, 2021, the Town's governmental funds combined have an ending fund balance of approximately \$22M, an increase of approximately \$1.9M from June 30, 2020. Of this amount, approximately 57%, or \$12.8M, is available for spending at the Town's discretion (unassigned fund balance).

Due to uncertainties related to COVID-19 pandemic, the Town Council adopted the FY2021 budget with very conservative revenue projections. The first, second, and third-quarter revenues were projected with the assumption the Town will receive 50% and 75% respectively of the actual collection from the first and second quarters of last year and 100% of the third quarter of fiscal year 2019 in the tourists generated revenue sources. Almost all revenue sources have exceeded our projections. Overall, consolidated revenues for the fiscal year FY2021 are \$12.3M. It is 48%, or \$4M (48%) higher than budgeted and \$2.8M (23%) higher than last year. The only revenue source that falls below the budget is interest revenue.

The total expenditures for the fiscal year 2021 are approximately \$10.5M and about 8%, or \$737K higher than budgeted, and 3%, or approximately \$262K higher than last year. The negative variance, when compared to the budget, is mostly attributable to Tourism and Recreation line item. State Accommodation tax funding for PGA and payments to promotional fund (Charleston Visitors Bureau). For two years, the Town has deferred funding (\$240K) for one of the State Accommodation Tax recipients, PGA transportation, with the final payout of \$360K in the current year. Additionally, the amount paid to the promotional fund (CVB) was approximately \$361K higher than budgeted as the actual collection in that revenue source exceeded the budget. SCDOR mandates the Town to contribute 30% of SATAX to the promotional fund. These negative variances were offset by a \$189K positive variance in the Arts and Cultural fund related to the cancellation of a number of events due to the pandemic.

repairs change order.

Ms. Tillerson stated that when Ms. Szubert returns, she will be preparing for the annual audit. The Annual Comprehensive Financial Report (ACFR) will be presented to Town Council at the November meeting.

X. Citizen Comments:

None

XI. Committee Member's Comments:

None

XII. Adjournment:

Committee Member Parker made a motion to adjourn the meeting at 3:33 pm. Committee Member Connelly seconded the motion and was unanimously passed.

Submitted by,

Petra S. Reynolds, Town Clerk

Approved by,

F. Daniel Prickett, Chairman

Date

DRAFT



Tab | 2

WAYS AND MEANS

Agenda Item



Request for Action

TO: Ways and Means Committee

FROM: Jim Jordan

SUBJECT: Aerial Photography and Lidar

DATE: October 25, 2021

BACKGROUND:

The Town of Kiawah Island (TOKI) has conducted high-resolution aerial photography (true color and infrared) of all of Kiawah Island periodically since 2000. Historical flights were conducted in 2000, 2005, 2010, 2014, and 2018. Aerial photography is used by all Town departments. Lidar (light detection and ranging) uses airborne lasers to determine precise elevations of an area. The Town last conducted a Lidar survey of the island in 2005.

ANALYSIS:

Our current aerial photography is 4 years old and out-of-date for mapping purposes. Over the last 4 years, a number of new roads and developments have been completed, the beach has shifted dramatically, and new homes have been constructed. Updated photography will allow Town Staff to update a variety of mapping layers within the GIS environment. This new photography is also vital to the Town's Resilience planning and will provide needed data to ensure that flooding and sea level rise maps are as accurate as possible.

Our Lidar data is 16 years old and in need of updating. With developments in Lidar technology, the proposed project will be much more detailed and accurate than our historic data. The project will yield a design-grade topographic map of the island, virtually eliminating the need for traditional ground-based surveys. This will provide considerable benefits to the Town, as well as KICA and the Kiawah Conservancy.

Town Staff, along with representatives of KICA and the Kiawah Conservancy, have discussed this proposed project in great detail with our current mapping contractor, Kucera International, Inc. The specifications presented meet the needs of all three entities. Kucera has a long history of strong performance on Town mapping projects. Because they have conducted the last 3 mapping projects for the Town, they already have existing ground control and a digital elevation model (DEM) in place. This uniquely positions them to provide a quick, accurate, and cost-effective project for the Town.

The total cost of the proposed work is \$84,900. Deliverables and timeline for completion is provided in the included proposal from Kucera. The cost for the work will be split equally between the Town, KICA, and the Kiawah Conservancy.

ACTION REQUESTED:

Recommend to Town Council the approval of a contract with Kucera International, Inc. to conduct aerial photography and elevation mapping of Kiawah Island. The cost to the Town (1/3 share) will be \$28,300.

BUDGET & FINANCIAL DATA: This is a budgeted expense. \$35,000 is available in the Aerial Photography line item out of County ATAX.

CONTRACT AGREEMENT

KUCERA INTERNATIONAL INCORPORATED

AERIAL PHOTOGRAPHY - DIGITAL PHOTOGRAMMETRY - GIS SERVICES

MAIN OFFICE:	38133 Western Parkway	Willoughby, Ohio 44094	(440) 975-4230
BRANCH OFFICES:	3889 Grove City Road	Grove City, Ohio 43123	(614) 539-3925
	110 W Reynolds St., Suite 207	Plant City, Florida 33563	(813) 754-9247
	1121 Boyce Road, #3100	Pittsburgh, Pennsylvania 15241	(724) 942-2881

This Agreement is made this ____ day of _____, 2021, between the Town of Kiawah Island, 4475 Betsy Kerrison Parkway, Kiawah Island, SC 29455, hereinafter referred to as the "Town", and Kucera International Inc., an Ohio corporation, 38133 Western Parkway, Willoughby, OH 44094, hereinafter referred to as the "Consultant."

WHEREAS, the Town desires to engage the Consultant to provide professional aerial mapping services as described in the Town's email request dated August 19, 2021 and subsequently adjusted in a phone conference with the Town, Kiawah Island Community Association (KICA), and Kiawah Conservancy on September 21, 2021.

WHEREAS, the Consultant desires to render those services as described in Section 1: Scope of Services;

NOW, THEREFORE, the Town and the Consultant in consideration of the mutual covenants contained herein agree as follows:

SECTION 1: SCOPE OF SERVICES

The Consultant will provide to the Town new, Winter 2022 digital aerial photography, digital orthophotography, aerial lidar surveying, digital elevation and surface elevation modeling (DEM/SEM), hydro flattened DEM and digital terrain modeling (DTM), 1' contour topography, and associated services and data products (e.g., control survey, aerotriangulation) covering the Town's designated area of approximately 32 square miles.

The digital aerial photography will be captured in 4-band at 2" resolution and digital orthoimagery delivered at this resolution in 3-band color IR form as uncompressed tiles and a SID-compressed projectwide mosaic. The aerial lidar will be captured at 24ppsm density. The DEM and DTM will contain hydro feature and other breaklines as needed for the production of the projectwide 1' contour mapping. The data deliverables will include FGDC project level metadata.

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Kiawah Island, South Carolina, and Kucera International Inc.**

The project area and services to be performed are more specifically described in Kucera's proposal letter to the Town dated October 4, 2021, which is attached hereto as Exhibit A.

SECTION 2: DEFINITION OF TERMS

A. **Contract Officer** - shall refer to the duly designated Town official charged with general administration and coordination of matters related to this Agreement on behalf of the Town.

B. **Project Coordinator(s)** - shall refer to the Town's designated person or persons who will serve as primary points of contact and be responsible for coordinating all aspects of work to be performed with the Consultant's assigned Project Manager.

C. **Chief Administrator** - shall refer to an official of the Consultant charged with general administration and coordination of matters related to this Agreement.

D. **Project Manager** – shall refer to the person assigned by the Consultant to serve as the Consultant's primary point of contact, with responsibility for oversight of the Consultant's work, reporting the status of the work, and otherwise coordinating with the Town Project Coordinator.

E. **Project Area(s)** - shall refer to the areas designated for which the Consultant shall perform the services referenced and described in this Agreement.

F. **Work/Deliverables** - shall refer to all data provided to the Town corresponding to the contracted services and described herein, e.g., imagery, reports, digital mapping, etc.

G. **Delivery** - shall refer to transmittal of data corresponding to the contracted services from the Consultant to the Town.

H. **Acceptance** - shall refer to the Town's written or verbal acknowledgment of approval of deliverables submitted and associated series performed by the Consultant.

SECTION 3: RESPONSIBILITIES OF THE TOWN

A. The Town shall assign a Project Coordinator(s) with the authority to review and approve materials and deliverables submitted by the Consultant and to act as liaison between the Town and Consultant.

**2021 Contract Agreement between
Kiawah Island, South Carolina, and Kucera International Inc.**

- B. The Town shall within a reasonable time frame review any samples or deliverables and approve or comment on same.
- C. The Town shall within a reasonable time after a request is received from Consultant answer or address any unforeseen questions that may arise during the course of the work to be performed by Consultant.
- D. The Town shall provide any Town-designated source data or support to the Consultant required to complete the project work.
- E. The Town at its expense shall pay for the shipment of any materials to the Consultant.

SECTION 4: RESPONSIBILITIES OF THE CONSULTANT
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- A. The Consultant agrees to perform in a professional manner all of the services outlined in Section 1: Scope of Services and as further described in Exhibits A and B.
- B. The Consultant agrees that no changes shall be made in the services outlined in Section 1: Scope of Services and/or Exhibit A without the express written prior consent and Agreement of the Town and the Consultant.
- C. The Consultant shall be fully responsible for the technical adequacy and accuracy of the work. No action by the Town in its review, approval and/or acceptance or by any payment made hereunder shall be construed as a waiver of the technical adequacy and accuracy of the Consultant's work.
- D. The Consultant shall assign to the work a Project Manager whose duties will be to oversee and coordinate the work with the Town's Project Coordinator(s) and make regular status reports to the Town.
- E. The Consultant shall pay for the shipment of all deliverables and materials to the Town.
- F. The Consultant shall begin to perform the services upon receipt of the Town's notice to proceed signed by the Contract Officer or designee of the same and shall complete such work as outlined in Section 5: Time of Completion.
- G. The Consultant will retain a backup copy of all significant interim and final data produced for the contract, e.g., raw aerial imagery, lidar return, digital orthophoto imagery, etc.
- H. The Consultant shall obtain any non-Town owned/provided outside source data designated for use in the completion of the contract work.

**2021 Contract Agreement between
Kiawah Island, South Carolina, and Kucera International Inc.**

SECTION 5: TIME OF COMPLETION

The Consultant agrees to complete the project work according to the following schedule:

<u>Phase</u>	<u>Start</u>	<u>Complete</u>
Project Initiation	1/1/22	1/15/22
Ground Control Survey	1/15/22	1/31/22
Aerial Imagery & Lidar Acquisition	2/1/22	2/28/22
Aerial Data Processing/Review & DEM Preparation	3/1/22	3/30/22
Aerotriangulation & Classified Lidar Return	4/1/22	4/30/22
Digital Orthoimagery & Hydro-Flattened DEM	5/1/22	6/30/22
Contour Topography & Metadata	6/1/22	8/30/22

All contract work shall be completed by August 30, 2022, with the exception of add-on work mutually agreed to be subsequently completed and any revisions or additions to the work required for contract compliance determined subsequent to completion/delivery.

Consultant agrees to exercise reasonable care and diligence in anticipating potential problems and delays in completing the work. Such care shall include anticipating and making provision for loss of critical employees, normal failure of equipment, and other such schedule-disrupting occurrences normally experienced and reasonably capable of being anticipated by like organizations. Extensions of time may be granted by the Town upon written request of the Consultant, provided such request is made prior to the expiration of this Agreement, do not involve acts of failure by Consultant to exercise reasonable care and diligence as noted above, and are based on documented evidence of need under one or more of the following criteria:

1. Any required aerial photo reflights which may be necessary and cannot be completed during the calendar year in which the Project Area work is authorized.
2. Extensions by the Town in providing notices to proceed, Town-designated source data, or review/acceptance of the Consultant's work.
3. Significant changes in the scope of work/project parameters which affect scheduling.
4. Acts of nature or other conditions or circumstances beyond the control of the Consultant which are not due to its negligence or that of its employees, agents or assigns, but which affect the Consultant's ability to perform.

**2021 Contract Agreement between
Kiawah Island, South Carolina, and Kucera International Inc.**

SECTION 6: PROGRESS REPORTS

Following the first day of execution of this Agreement, the Consultant shall submit reports of progress semi-monthly which describe work completed up to the date of such report.

SECTION 7: DELIVERY OF WORK/DELIVERABLES

Consultant shall certify to the Town when the work or any portion thereof has been completed and products of such work have been delivered to the Town for inspection.

SECTION 8: INDEPENDENT CONTRACTOR STATUS

The status of the Consultant under this Agreement with respect to the services to be performed by the Consultant hereunder shall be that of "independent contractor." Nothing herein shall be construed to create an employer/employee relationship between the Town and the Consultant or any other subconsultant hired by the Consultant. The Town has an interest only in the results to be achieved, and the conduct and control of the services to be provided will lie solely with the Consultant and its employees, or any other subconsultant hired by the Consultant.

SECTION 9: COVENANT AGAINST CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach of violation of this warranty, the Town shall have the right to annul this Agreement without liability, or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, percentage, brokerage fee, gifts, or contingent fee.

SECTION 10: INSURANCE

Consultant shall take out and maintain during the life of this Agreement such public liability and property damage insurance as shall protect Consultant and the Town from claims for damages for personal injury, including accidental death, as well as for claims for property damage, which might arise from operations under this Agreement, whether such operations be by Consultant or any subconsultants, or by anyone directly or indirectly employed by either of them.

**2021 Contract Agreement between
Kiawah Island, South Carolina, and Kucera International Inc.**

Consultant shall also take out and maintain for the term of this Agreement the following coverages: \$2 million general aggregate general liability; \$1 million combined single limit automobile liability; \$3 million aircraft insurance; \$5 million excess liability; statutory workers' compensation liability; and professional liability in the amount of not less than \$1 million.

All insurance policies shall be issued by responsible companies who are acceptable to the Town. The Consultant shall not cause any insurance to be canceled nor permit any insurance to lapse. All insurance policies shall contain a clause to the effect that the policy will not be canceled, reduced, restricted, or limited until thirty (30) days after the Town has been notified in writing by registered or certified mail, return receipt requested. Certificates of insurance shall contain transcript from the proper office of the insurer, the location, the operations to which the insurance applies, the expiration date, and the above-indicated notification clause.

SECTION 11: WARRANTY

The Consultant, by signing this Agreement, acknowledges full understanding of the extent and character of the work required and the conditions surrounding the performance thereof. The Town will not be responsible for any alleged misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Agreement by the Consultant serves as its stated commitment to fulfill all the conditions referred to in this Agreement.

Consultant warrants that the work performed and deliverables provided under this Agreement shall conform to the project specifications and the relevant recognized standards and procedures of the aerial mapping profession, including ASPRS 2014, USGS Lidar Base Specifications, and US National Standards of Spatial Data Accuracy (NSSDA). The work shall be of high quality, and within the tolerances allowed by the project specifications and standards. If the Consultant is notified in writing by the Town of a discrepancy, deficiency, inaccuracy, or fault in the work, within thirty (30) days of such notice the Consultant shall re-perform such portions of the work necessary to correct the fault. If the fault requires a repeat of the aerial flyover of the project area, the repeat flyover will be performed at the first available opportunity at a time of the year mutually agreed upon with and approved by the Town. All reworks shall be made at no additional cost to the Town.

The warranty will apply indefinitely for major errors/defects found in Consultant's mapping and for one year from the time of final data delivery for cosmetic/minor revisions and replacement of lost data files previously documented to be delivered. The Consultant shall not be liable for secondary, incidental, or consequential damages of any nature resulting from any work properly performed under this Agreement.

SECTION 12: INSPECTION AND CORRECTION

The Consultant shall correct any major defects/errors in the work found following the Town's review period, and shall make accessible to the Town any information, data, materials and processes the Town deems reasonably necessary to evaluate and confirm the accuracy and quality of Consultant's work. The Consultant shall not be liable for any expense of the Town's review or inspection processes.

The Town shall promptly following its inspection notify the Consultant of the nature of any work deemed non-acceptable. Upon such notification Consultant shall within sixty (60) days replace, modify or adjust its work to meet specifications, at its expense. Work shall be considered acceptable to the Town if indicated as such by the absence of other notification.

SECTION 13: ACCEPTANCE

The Town shall give written notice of its acceptance or non-acceptance of work to Consultant within a 90-day review period. If no such notice is given to the Consultant, the work shall be deemed accepted by the Town, subject to the Consultant's warranty.

SECTION 14: OWNERSHIP AND USE OF PROJECT DATA

A. The Consultant hereby understands and acknowledges that any and all information gathered, generated and delivered to the Town as outlined in the Scope of Services is for the exclusive use and benefit of the Town, and shall be the sole property of the Town and that such information shall not be disseminated by the Consultant without the express written consent of the Town.

B. All information, data, designs, plans, drawings, maps, imagery, specifications, or other work furnished to or developed for the Town by the Consultant, its employees, agents, or assigns, pursuant to this Agreement, shall be the sole property of the Town, and all rights therein are reserved by the Town. The Consultant, its assigns, employees, or agents shall not provide any imagery or map data developed under this Agreement to any party other than the Town without the Town's consent.

C. The Consultant, upon the express written consent of the Town, may fill requests by non-Town agents, business entities or individuals for services/products from the project data which are not part of this Agreement. Should this occur, the Consultant shall charge a reasonable fee for its service and at the Town's option will credit the Town an agreed upon percentage of such fees.

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Kiawah Island, South Carolina, and Kucera International Inc.**

D. The Consultant hereby agrees to maintain one copy of all information gathered, generated, and delivered within its office in digital computer file form to serve as a backup to the data furnished to the Town.

E. The Town shall be entitled to rely on the technical accuracy of the data furnished by the Consultant with the understanding that the Consultant is not responsible for alterations made to and/or improper interpretation/use of the data by the Town.

SECTION 15: COPYRIGHTS AND DISCLAIMERS

A. Copyright and title to all final deliverable products (e.g., aerial imagery, digital orthophotography) shall pass from the Consultant to the Town upon the Town's payment for the deliverables.

B. Use by an outside party of the project data while in the Consultant's possession shall require advance approval from the Town.

C. If the project data is to be made available by the Town for use by outside entities, the Town and Consultant shall prior to entering an Agreement with said outside entity prepare a statement/disclaimer as to its proper use/interpretation for the protection of both the Town and Consultant.

SECTION 16: COMPENSATION FOR CONSULTANT'S SERVICES

In consideration for the services performed hereunder, Consultant shall be paid the following by project phase/deliverable:

<u>Service/Deliverable</u>	<u>Cost</u>
Digital aerial photo acquisition	\$16,500
Ground control survey	\$3,500
Aerotriangulation and DEM preparation	\$2,500
Digital orthophotography	\$16,500
Aerial lidar acquisition and DEM + SEM	\$9,500
Hydro feature compilation and hydro-flattened DEM	\$11,500
Added breakline feature compilation and digital terrain model (DTM) for developed portion of island (~11 square miles)	\$9,900
Projectwide 1' contour topography, including design grade for developed portion of island	\$15,000
Total:	\$84,900

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Kiawah Island, South Carolina, and Kucera International Inc.**

Invoicing for each phase will be based upon documentation of percentage completion and/or transmittal of corresponding phase deliverable.

The fees listed above include all ancillary services/products required for each cost item as defined in Exhibit A. Optional services will only be performed by the Consultant with written authorization of the Town at mutually agreed cost.

SECTION 17: INVOICING

The Consultant's invoices shall be submitted over the course of the contract and reflect work completed and delivered and/or documented by percentage of project phases as indicated in Section 16 (Compensation) of the Contract Agreement. The Town agrees to review and process/pay the Consultant's invoice within thirty (30) days of receipt. If an invoice is validly disputed by the Town or otherwise found to be in error, the invoice will be voided and a new invoice submitted at the agreed amount with a new thirty (30) day payment period.

SECTION 18: PRICE GUARANTEE

The fees quoted for work contracted for or by the Town as part of this Agreement or quoted by the Contractor for additional services during the course of this Agreement shall be applicable until December 31, 2022. Should the Town defer any portion of the originally specified work beyond this date, the fee for such work deferred may be adjusted by the Consumer Price Index (CPI) for the prior year or other mutually agreed upon factor.

SECTION 19: COMPLIANCE WITH THE LAW

A. The Consultant under this Agreement is an equal opportunity employer and shall conduct all contract activities without regard to race, color, national origin, sex, sexual orientation, religion, age, and other such contract participant characteristics to the extent that such do not interfere with satisfactory contract performance.

B. The Consultant shall at all times observe and comply with all applicable statutes, ordinances, rules, and regulations of federal, state and local governments in effect at the execution of this Agreement.

SECTION 20: TERMINATION

This Agreement shall terminate upon the Town's acceptance of and payment for all authorized deliverables and services. The Consultant will retain a backup copy of all final and significant interim data deliverables for the contract, e.g., aerial imagery, digital orthophoto imagery, DTM/contour mapping, etc.

**2021 Contract Agreement between
Kiawah Island, South Carolina, and Kucera International Inc.**

The Town may terminate this Agreement with 60 days written notice to the Consultant for reasons unrelated to the Consultant's performance (e.g., lack of adequate funding for continuation). In the event of such termination, the Town shall be liable for the payment of all work properly performed prior to the effective date of termination, including all portions of work which were partially completed.

SECTION 21: AMENDMENTS

No amendment to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of each party hereto.

SECTION 22: AGREEMENT INTEGRITY AND PRECEDENCE

This document and attachments represent the full and final Agreement between the Consultant and the Town. If any provisions of the Agreement are deemed void or unenforceable, all other provisions will remain in effect.

SECTION 23: JURISDICTION AND SIGNATURES

This Contract is hereby signed in the State of South Carolina and the laws of the State of South Carolina shall be applicable hereto. This Agreement shall be construed, interpreted, and the rights of the parties determined in accordance with the laws of the State of South Carolina.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date hereinabove first written.

TOWN OF KIAWAH ISLAND

KUCERA INTERNATIONAL, INC.

By: _____
Authorized Town Representative

By: _____
John Antalovich, Jr., PE
President

Date: _____

Date: _____

Town of Kiawah Island
4475 Betsy Kerrison Pkwy
Kiawah Island, SC 29455

Corporate Headquarters
October 4, 2021

Attn: Jim Jordan, Wildlife Biologist

Re: Revised Proposal for 2022 Aerial Orthophotography and Lidar Services

Dear Mr. Jordan:

In response to your request Kucera International Inc. is pleased to offer this revised proposal for 2022 aerial orthophotography and lidar services covering Kiawah Island. Kucera has successfully completed multiple aerial orthoimagery surveys of the Town, the most recent being in 2018. Through this experience Kucera has developed a thorough understanding of the Town's project area and aerial mapping requirements.

For the 2022 project Kucera will perform digital aerial photography of the Island in January - February as soon after the Town's authorization to proceed and the placement of ground control targets as weather and ground conditions permit (i.e., clear skies, no excessive crosswinds, no fog, smoke, flooding). The time of photo capture will be limited to within approximately 45 minutes of low tide and during the time of the day when the sun height is above 30 degrees, with the objective of avoiding excessively long feature shadows and excessive sun glare off the water. The preferred flying time will be the morning hours when there is generally less glare off the water. The photography will be taken in 4-band using one of Kucera's latest generation, large format (20,000 pixel), high resolution (5 micron resolving power) 4-band Vexcel Eagle digital frame or Leica ADS100 digital pushbroom camera/sensor systems operated from one of Kucera's twin-engine Navajo Chieftain aircraft. The flying height used will be approximately 3,500' - 4,800' above ground, yielding a direct image capture resolution of 0.25' (3"). Alternatively, the photo capture can be performed from a lower flying altitude (~2,200' - 3,200') to yield imagery capture at a higher, 2" (0.17') resolution. The flyover in either case will be accomplished in a single, 1 - 2 hour flight session. The flight lines used for the image capture will be spaced apart so as to yield at least 30% side overlap coverage between adjacent lines. In the line of flight, the imagery will be captured with at least 60% stereo coverage overlap between successive exposures.

The imagery capture will be performed from one Kucera's twin-engine Piper Navajo aircraft having two sensor ports. Kucera's Optech T2000 2MHz aerial lidar system can be operated from the second port or used to performed ~16 or ~24ppsm aerial lidar capture simultaneously with the aerial photo capture.

Both the aerial photo imagery and optional aerial lidar will be georeferenced to 15 - 20 ground-surveyed photo id feature control points spread through the project area. Kucera's ground control from the 2018 project will be reused to the extent possible to maximize georeferencing consistency between surveys. The georeferencing datums will be NAD83/11 South Carolina State Plane horizontal and NAVD88/18 vertical datums, with International feet coordinates and US feet elevations. The aerial photo georeferencing will be finalized through a robust aerotriangulation process and the aerial lidar georeferencing will be accomplished by a best fit elevation "bump" to the control.

The elevation model/DEM used for the orthophoto image rectification will be Kucera's DEM from the 2018 project or a new DEM derived from the simultaneously performed aerial lidar survey. In the former case, the 2018 DEM will be photogrammetrically reviewed against the newly captured stereo aerial imagery and updated as needed to support the new orthoimage production.

The project orthophotography will be created using Inpho OrthoMaster processing technology. Four-band, three-band color, and three-band color IR versions of the triangulated digital aerial photo imagery will be batch rectified to the project DEM data. The batch-rectified imagery will be QC-reviewed for accuracy and absence of anomalies. The rectified imagery will be batch process mosaiced, tone and color-balanced, and output as individual ortho tiles. The individual tiles will be manually QC reviewed and edited as needed prior to delivery. The finalized 4-band and 3-band color and color IR orthophoto tiles will be delivered in uncompressed tile form in georeferenced TIF format and in 20:1 SID-compressed tile or mosaic form. Metadata in FGDC format will also be provided. The orthophotography will meet ASPRS Class 1 accuracy standards for positional representation of ground-based features, i.e., horizontal displacement RMSE within 1'.

The optional lidar return will be processed/classified to bare earth and non-ground return. The base lidar deliverables to the Town will be the classified return in LAS format, a raster bare earth DEM dataset in GeoTIFF format, a surface elevation model (SEM) of ground and major non-ground return (i.e., return from structures and vegetation) and metadata. The bare earth lidar return will have QL1 level vertical accuracy, i.e., within 0.64' (19.6cm) and 1' at 95% confidence for non-vegetated and vegetated areas, respectively and a non-vegetated area RMSE within 0.33' (10cm).

In addition to the classified lidar return and bare earth DEM Kucera can provide hydro feature breaklines, hydro-flattened DEM, and 1' contours for the entire project area along with additional breaklines consisting of road edges, road centerlines, curbs and other significant linear grade changes for the developed portion of the island (see Exhibit 1 - ~11 square miles) for the creation of a digital terrain model (DTM) and design-grade 1' contours (0.5' vertical accuracy) for this developed portion. For the hydro-flattened DEM the bare earth lidar return will be merged with the compiled hydro feature polygons and "flattened" to a consistent water elevation within the hydro feature boundaries. The hydro feature boundaries will be carried through bridges but stopped at culverts, in accordance with hydro-flattening rules. The hydro-flattened DEM will be provided as a deliverable to the Town in raster GeoTIFF or other specified form.

For the 1' contour generation from the hydro-DEM and DTM Kucera will use Global Mapper or CIP software, both of which are modified TIN-based generation programs which allow for some degree of elevation "float" and smoothing in the contour generation. The generated contours will be subject to a QC check and basic edit for correction of any significant anomalies and addition of spot and water elevations. The contours will be carried through structures but will be adjusted for proper representation of road crowns and curbs. The contour topography will be delivered in geodatabase, AutoCAD, or other specified GIS or CAD format.

Kucera's fees for the services described are as follows:

Item/Phase	Fee
1. Digital aerial photo acquisition	
a. 3" GSD	\$15,000
b. 2" GSD	\$16,500
2. Ground control survey	
a. For 3" GSD orthos	\$3,000
b. For 2" GSD orthos	\$3,500
3. Aerotriangulation and DEM preparation	
a. For 3" GSD orthos	\$2,000
b. For 2" GSD orthos	\$2,500
4. Digital orthophotography	
a. 3" GSD	\$10,000
b. 2" GSD	\$16,500
5. Aerial lidar acquisition and DEM + SEM	
a. 16ppsm (combined w/3" GSD orthos)	\$7,500
b. 24ppsm (combined w/2" GSD orthos)	\$9,500
6. Hydro feature compilation and hydro-flattened DEM	\$11,500
7. Added breakline feature compilation and digital terrain model (DTM) for developed portion of island (~11 square miles - see Exhibit 1)	\$9,900
8. Projectwide 1' contour topography, including design grade for developed portion of island	\$15,000

Kucera's proposed completion schedule is as follows:

1. Aerial imagery and optional lidar acquisition	By ~ February 28
2. Ground control survey, aerotriangulation, DEM prep	By March 30
3. Optional classified lidar return, DEM, Sem	By April 30
4. Digital orthoimagery	
a. 3" GSD	By May 30
b. 2" GSD	By June 30
5. Optional hydro-flattened DEM	By June 30
6. Optional 1' contour topography	By August 30

We appreciate your consideration and look forward to again serving the Town of Kiawah Island. Please indicate below Items No.s authorized from our fee schedule and please contact me for follow up as needed.

Sincerely,



John Antalovich Jr, PE, PS
President

Authorization for Items: _____

Town of Kiawah Authorized Representative

Date

Kiawah Island SC

red = developed area
green = undeveloped area

Legend

- ??Beachwalker park
- ??Osprey Point Golf Course
- Developed
- Undeveloped



Google Earth

Data SIO, NOAA, U.S. Navy, NGA, GEBCO

Image © 2021 TerraMetrics



3 mi



Tab | 3

WAYS AND MEANS

Agenda Item



Request for Ways and Means Committee Action

TO: Ways and Means Chairman and Committee Members

FROM: Brian Gottshalk, Public Works Director

SUBJECT: Contractor for Landscape Installation at Town Hall

DATE: 25 October, 2021

BACKGROUND:

As approved by Town Council, Town Staff contracted with Outdoor Spatial Design (OSD) to come up with a plan to improve the landscape at the Municipal Complex from a safety standpoint as well as an aesthetic standpoint. This plan mitigates safety hazards in the form of blind curves and sight obstructions, as well as replaces dead and dying plant material.

ANALYSIS:

The RFP for landscape installation was sent out for bid on September 29 with a closing date of October 15. The Town received three bid proposals:

Artigues Landscape and Maintenance, LLC:	\$59,951.55
The Greenery of Charleston:	\$75,365.69
Jarema Landscapes, LTD:	\$91,777.00

Bid proposals were reviewed by a selection committee and Artigues Landscape and Maintenance was the unanimous choice.

ACTION REQUESTED:

Town Staff requests that the Ways and Means Committee recommend to Town Council to award this project to Artigues Landscape and Maintenance, LLC as they are the lowest qualified bidder.

BUDGET & FINANCIAL DATA:

The cost for this project will be \$59,951.55 and will be sourced from the General Fund.

OFFEROR'S CHECKLIST

NOTE: These items are the criteria on which your proposal will be evaluated.

Please make sure that the following items are included with your submittal:

- ☒ Submittal Form (**Required**)
- ☒ Non-Collusion Oath (**Required**)
- ☐ Documentation of Insurance Coverage (**Required**) *request*
- ☒ Copy of Business License (If applicable)
- ☐ Minority/Women-Owned Business Certification (Preferred but not required)
- ☒ Organization Information (**Required**)
- ☒ Personnel List (i.e., names of persons to be used in this engagement) (**Required**)
- ☒ References (**Required**)
- ☒ Itemized Price Breakdown (**Required**)

You do not have to submit the Offeror's Checklist. This list is included for your convenience. However, all required information must be provided.

Failure to submit the required items may deem your submittal to be non-responsive.

*** Contractor acknowledges owners deadline for completion of this project no later than March of 2022. If selected we will be able to complete this work prior to March 2022. If selected, specific schedule can be discussed with owner, consultant & contractor.*

DATE: 10/15/2021, 2021

ORGANIZATIONAL INFORMATION

NAME OF OFFEROR: Arthanes Landscape & Maintenance, LLC

BUSINESS ADDRESS: PMB 187, 295 Siren Farms Dr. Suite C

Daniel Island, SC 29492

BY SUBMITTING THIS PROPOSAL, THE UNDERSIGNED OFFEROR REPRESENTS:

1. The offeror has carefully examined specifications for the Services;
2. The offeror is familiar with all the conditions surrounding the performance of the Services;
3. If awarded the Contract, the offeror will provide all labor, material, supplies and equipment necessary to execute the Services in accordance with the Contract Documents;
4. The offeror understands the Town reserves the right to reject any or all responses which does not meet the proposal requirements, or all proposals in the event the Project is canceled, postponed, or if it is in the best interest of Town of Kiawah Island;
5. If awarded the Contract, will enter and execute a contract as required in the Invitation to Bid;
6. The Offeror is legally able to enter into and perform a contract, if awarded;
7. The Offeror is current on all taxes and fees owed to the Town;
8. The Offeror has provided proof of insurance as required by the Town.

I. PERSONNEL AND TIMELINE:

Provide a list of personnel that will be committed to this engagement and their job function. Include a timeline for project completion.

Maurice Artigues - Project Manager

Ron Artigues - Landscape Superintendent

Keith Jayce - Irrigation Superintendent

* project should take no more than 4-5 weeks

II. EXPERIENCE:

At least three (3) references for similar work performed are required; however, you may provide as many as five (5) references.

1. **COMPANY NAME:** Town of Kiawah Island
Contract Title: Kiawah Island Parkway Renovation
Contract Period: From 5/20 To 5/21
Geographic Area Served: Kiawah Island
Scope of Work: Landscape + Irrigation
Contracting Office: Town of Kiawah Isl.
Contact Name: Stephanie, Jim, Brian -
Title:
Address:
City: **State:**
Telephone:
Email:

II. **EXPERIENCE (Continued):**

2. **COMPANY NAME:** Outdoor Spatial Design
Contract Title: Renovation of Snee Farm Pkwy
Contract Period: From 11/19 To 5/20
Geographic Area Served: Maint Pleasant
Scope of Work: Landscape + Irrigation
Contracting Office: Outdoor Spatial Design
Contact Name: Evan Brandon
Title: Owner
Address: _____
City: _____ **State:** _____
Telephone: _____
Email: _____

3. **COMPANY NAME:** Hill Construction
Contract Title: Baker Motors Mercedes Nexton
Contract Period: From 10/20 To 12/20
Geographic Area Served: Summerville
Scope of Work: Landscape + Irrigation
Contracting Office: Hill Construction
Contact Name: Daniel Dick
Title: Project Manager
Address: 295 Seven Farms Suite 301
City: Daniel Island **State:** SC 29492
Telephone: 843-830-1876
Email: daniel@hillcon.com

III. UNIT PRICING:

Bidder must submit an itemized pricing sheet for all components of the project.

Attached

IV. TOTAL COST:

In Compliance with Request for Proposals, the undersigned hereby proposes to provide all services, materials, equipment, and labor, except as otherwise noted, for the following cost:

Total Cost
\$ 59,951.55

NAME OF COMPANY: _____

By: _____

Signature

Maurice Arques
Print Name

Title: Owner/member (i.e., Owner, Partner, Corporate Officer, etc.)

Address: 187, 295 Seven Farms Dr. Suite C

City: Daniel Island State: SC Zip: 29492

Telephone Number: 843-514-8684 Business Fax Number: _____

Is your firm a _____ Corporation, ☒ Sole Proprietorship, or _____ Partnership?

If incorporated, please list state of incorporation: _____

FEIN or SSN: 81-2980978



Project / Client -

Proposal for -

Location of work -

Date -

Kiawah Island Town Hall

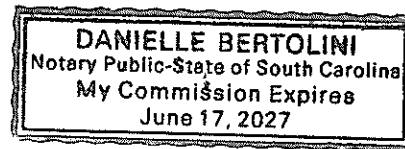
10/15/21

Trees	Quantity	Unit	Hgt / Cal / Gal	Unit Price	Extended Price	Applicable Notes as per Plans and Specs
Quercus Virginicas/ 'High Rise' Live Oak	9	EA	4" Cal	\$1,000.00	\$9,000.00	
Quercus Virginicas/ Sawtooth Oak	1	EA	4" Cal	\$885.00	\$885.00	
Lagerstroemia indica 'Natchez' / Crape Myrtle	1	EA	16' Hgt	\$600.00	\$600.00	

Shrubs						Applicable Notes as per Plans and Specs
Ilex vomitoria 'nana' / Dwarf yaupon holly	94	EA	3 Gal/ 26" O.C. Spacing	\$8.00	\$752.00	On L05, 4 are Transplanted
Muhlenbergia capillaris/ sweet grass	526	EA	1 Gal/ 36" O.C. Spacing	\$7.00	\$3,682.00	
Asclepias incarnata/ swamp milkweed	19	EA	1 Gal/ 36" O.C. Spacing	\$9.50	\$180.50	
Asclepias tuberosa/ butterfly milkweed	46	EA	1 Gal/ 36" O.C. Spacing	\$9.50	\$437.00	
Asclepias syriaca/ common milkweed	11	EA	1 Gal/ 36" O.C. Spacing	\$10.00	\$110.00	
Spartina patens/ patens	1,157	EA	1 Gal/ 36" O.C. Spacing	\$7.00	\$8,099.00	
Liriope muscari/ super blue liriope	300	EA	1 Gal/ 18" O.C. Spacing	\$7.00	\$2,100.00	
Gaillardia pulchella/ indian blanket	49	EA	1 Gal/ 18" O.C. Spacing	\$9.50	\$465.50	
Conoclinium coelestinum/ blue mistflower	29	EA	1 Gal/ 18" O.C. Spacing	\$9.75	\$282.75	
Salvia splendens/ scarlet sage	36	EA	1 Gal/ 18" O.C. Spacing	\$9.00	\$324.00	
Helianthus debilis/ dune sunflower	65	EA	1 Gal/ 18" O.C. Spacing	\$9.00	\$585.00	
Eutrochium purpureum/ joe pye weed	14	EA	1 Gal/ 18" O.C. Spacing	\$10.00	\$140.00	
Baptisia alba/ white false indigo	24	EA	1 Gal/ 18" O.C. Spacing	\$10.65	\$255.60	
Dwarf Fakahatchee	4	EA	1 Gal/ 18" O.C. Spacing	\$10.65	\$42.60	On L05, 4 are Transplanted
Saw Palms	3	EA	3 Gal/ 26" O.C. Spacing	\$25.00	\$75.00	On L06, 3 are Transplanted
Lomandra longifolia/ breeze grass	50	EA	1 Gal/ 36" O.C. Spacing	\$9.00	\$450.00	

DANIELLE BERTOLINI
Notary Public-State of South Carolina
My Commission Expires
June 17, 2027

Turf, Mulch, Irrigation, other						Applicable Notes as per Plans and Specs
SOD	2,101	SF		\$0.60	\$1,260.60	
Straw	350	Bales		\$7.50	\$2,625.00	
Mulch	120	CY		\$50.00	\$6,000.00	
Irrigation	1	LS		\$4,200.00	\$4,200.00	
Arborist	1	LS		\$6,500.00	\$6,500.00	
Soil amendments	1	LS		\$1,200.00	\$1,200.00	
Transplanting	1	LS		\$5,500.00	\$5,500.00	
Equipmnet/Freight	1	LS		\$4,200.00	\$4,200.00	
LANDSCAPE / IRRIGATION PROPOSAL TOTAL					\$59,951.55	



Handwritten signature/initials



Tab | 4

WAYS AND MEANS

Agenda Item



Request for Ways and Means Committee Action

TO: Ways and Means Chairman and Committee Members

FROM: Brian Gottshalk, Public Works Director

SUBJECT: Landscape Maintenance Contractor for New Contract

DATE: 25 October, 2021

BACKGROUND:

In the Spring of 2021, The Town completed a landscape improvement project along the Kiawah Island Parkway. This installation project was fulfilled by Artigues Landscape and Maintenance, LLC, who has since been maintaining the landscape along the Parkway and Beachwalker Drive. This contract expires December 31, 2021.

ANALYSIS:

Town Staff developed an RFP to reflect the new maintenance plan for the Parkway, which also includes the maintenance of the Municipal Center and Beachwalker Drive. The RFP for landscape maintenance was sent out for bid on September 29 with a closing date of October 15. The Town received two proposals for this maintenance contract:

Artigues Landscape and Maintenance, LLC:	\$188,650.00
The Greenery of Charleston:	\$190,200.00

Bid proposals were reviewed by a selection committee and Artigues Landscape and Maintenance was the unanimous choice.

ACTION REQUESTED:

Town Staff requests that the Ways and Means Committee recommend to Town Council the approval for Artigues Landscape and Maintenance, LLC to be awarded the landscape maintenance contract for The Town as they are the lowest qualified bidder.

BUDGET & FINANCIAL DATA:

The contract amount will be \$188,650.00 annually and will be sourced from the General Fund.

DATE: 10/15, 2021

ORGANIZATIONAL INFORMATION

NAME OF OFFEROR: Artignus Landscape & Maint.BUSINESS ADDRESS: PMB 187, 295 Seven Farms Dr. Suite C
Daniel Island, SC 29492**BY SUBMITTING THIS PROPOSAL, THE UNDERSIGNED OFFEROR REPRESENTS:**

1. The offeror has carefully examined specifications for the Services;
2. The offeror is familiar with all the conditions surrounding the performance of the Services;
3. If awarded the Contract, the offeror will provide all labor, material, supplies and equipment necessary to execute the Services in accordance with the Contract Documents;
4. The offeror understands the Town reserves the right to reject any or all responses which does not meet the proposal requirements, or all proposals in the event the Project is canceled, postponed, or if it is in the best interest of Town of Kiawah Island;
5. If awarded the Contract, will enter and execute a contract as required in the Invitation to Bid;
6. The Offeror is legally able to enter into and perform a contract, if awarded;
7. The Offeror is current on all taxes and fees owed to the Town;
8. The Offeror has provided proof of insurance as required by the Town.

I. PERSONNEL AND TIMELINE:

Provide a list of personnel that will be committed to this engagement and their job function. Include a timeline for project completion.

Ron Artiques - project manager
Drew Weathers - Head Superintendent. Maint Quality Control.

II. EXPERIENCE:

At least three (3) references for similar work performed are required; however, you may provide as many as five (5) references.

1.

COMPANY NAME: Ravenel associates
Contract Title Snee Farm Community Maint
Contract Period: From annual To ongoing
Geographic Area Served Mount Pleasant
Scope of Work: Landscape Maint
Contracting Office: Ravenel associates
Contact Name: Ashley Fitch
Title: Associate Manager
Address: 960 Morrison Dr. Suite 100
City Charleston State: SC
Telephone: 843.768.9486
Email: afitch@ravenelassociates.com

II. **EXPERIENCE (Continued):**

2. **COMPANY NAME:** Rarenel associates
Contract Title Planters Pointe
Contract Period: From 2020 To ongoing
Geographic Area Served Mount Pleasant
Scope of Work: Landscape Maint
Contracting Office: Rarenel associates
Contact Name: Mary Wilson
Title: Regime & association Manager
Address: 940 Morris Dr. Suite 100
City Charleston State: SC
Telephone: 843 168 9480 x3909
Email: mwilson@rarenelassociates.com
3. **COMPANY NAME:** Town of Kiawah
Contract Title Town of Kiawah / Kiawah Island Parkway / Beachwalker Dr.
Contract Period: From 2021 To ongoing
Geographic Area Served Kiawah Island
Scope of Work: Landscape Maint
Contracting Office: _____
Contact Name: Brian Gottshalk
Title: Public Works manager
Address: _____
City _____ State: _____
Telephone: _____
Email: _____

SECTION E – Pricing Page 1

SUBMITTAL FORM
Page Nine

Routine Landscape Maintenance (excluding mulch and pine straw)	Annual Cost
Kiawah Island Parkway and Bike Path	82,000.00
Roundabout (Circle)	5,000.00
Municipal Center	26,400.00
Beachwalker Drive and Bike Path	18,000.00
Irrigation Maintenance/Monitoring/Quarterly Inspections for all areas	4,000.00
Annual aeration of all turf areas within the contract	400.00
Tree Management	1,000.00
Warranty for all plant material (includes plants and installation)	0.00
Soil testing	50.00
Subtotal	136,850.00

Mulch and Pinestraw	Quantity per application	Annual Cost
Kiawah Island Parkway and Bike Path (double shredded hardwood mulch 1x)	600 Cubic Yards	29,000.00
Roundabout (double shredded hardwood mulch 1x)	30 Cubic Yards	1,800.00
Municipal Center (Longleaf pine straw 2x per year)	2,000 Bales	15,000.00
Beachwalker Drive and Bike Path (Longleaf pine straw 2x per year)	800 Bales	6,000.00
Subtotal		51,800.00

Total Cost	188,650.00
-------------------	------------

Additional Pricing for Reference	Cost
Double-shredded hardwood mulch per cubic yard (installed)	58.00
Longleaf pine needles per bale (installed)	7.75
Laborer hourly rate	38.50
Supervisor hourly rate	69.75
Subtotal	

SECTION E – Pricing Page 2

SUBMITTAL FORM
Page Ten

NAME OF COMPANY: Artignus Landscape & Maint.

By: [Signature] Maurice Artignus
Signature Print Name

Title: Owner/Member (i.e., Owner, Partner, Corporate Officer, etc.)

Address: PMB 187, 295 Swan Farms Dr. Suite C

City: Daniel Island State: SC Zip: 29492

Telephone Number: 843-514-8684 Business Fax Number: _____

Is your firm a _____ Corporation, ☒ Sole Proprietorship, or _____ Partnership?

If incorporated, please list state of incorporation: _____

FEIN or SSN: 81-2980978

Certificate Holders
10/20/2019 to 11/2/2020**Certificate Number/Description:** CL2061815012 master WC 19-20 CPP 20-21**Certificate Holder:****Contact:****Address:****City, State, Zip:****Fax Number:****Email:****Description of Operations/Special Conditions:**

Bastin Hall job #19-SC-02

It is agreed that THS Constructors, The Citadel and any other persons or entities are named as Additional Insureds under General Liability, including Ongoing and Completed Operations, Auto Liability and Umbrella policies as required by written contract. The Subcontractors Policies shall be Primary and Non-Contributory as respects work performed on this project. A Waiver of Subrogation shall apply in favor of the Additional Insureds as respects the General Liability Auto Liability, Workers' Compensation and Umbrella. Umbrella policy includes primary & non-contributory & Limits are excess over the General Liability, Auto Liability and Workers' Compensation policies.

30 days Notice of Cancellation

Certificate Number/Description: CL2061815012 master WC 19-20 CPP 20-21**Certificate Holder:****Contact:****Address:****City, State, Zip:****Fax Number:****Email:****Description of Operations/Special Conditions:**

Certificate Holder listed as additional insured under the above captioned General Liability policy when required by written contract or agreement. Reece Artigues is excluded on the Workers Compensation policy.

Certificate Number/Description: CL2061815012 master WC 19-20 CPP 20-21**Certificate Holder:** Town of Kiawah Island**Contact:****Address:** 21 Beachwalker Drive**City, State, Zip:** Kiawah Island, SC 29455**Fax Number:****Email:** mja@artigueslg.com**Description of Operations/Special Conditions:**

Certificate Holder listed as additional insured under the above captioned General Liability policy when required by written contract or agreement.

Certificate Number/Description: CL2061815012 master WC 19-20 CPP 20-21**Certificate Holder:** Town of Kiawah Island**Contact:****Address:** 4475 Betsy Kerrison Parkway**City, State, Zip:** Johns Island, SC 29492**Fax Number:****Email:** mja@artigueslg.com**Description of Operations/Special Conditions:**

Town of Kiawah Island, the owner, the architect, and the architect's consultants are included as additional insured in regards to General Liability on a primary and non-contributory basis. 30 day notice of cancellation applies.

Equipment List

Ford F150 Pick up

Ford F250 Pick up

12-14 ft Enclosed trailers

48–52-inch ride on Mowers

Backpack blowers

Backpack sprayers

Weed Eaters

Weed Edger

Weed Pruners



We will use these organic/all natural products (or similar with owner prior approval) for lawn care.

Rhapsody (fungicide)

Sustane 10-2-10+fe (fertilizer)

Mirimichi Green Pro weed control (herbicide)

Mirimichi Green pest control (insecticide)

www.artigueslm.com

843.514.8684

295 Seven Farms Dr., PMB 187
Suite C, Charleston, SC 29492



REMINDER:

**IF WE ARE SELECTED TO PERFORM UNDER THE TERMS OF THIS PROPOSAL
WE WILL EXTEND OUR INSTALLATION WARRANTY ON ALL NEWLY
INSTALLED MATERIALS THAT WERE ASSOCIATED WITH THE KIAWAH
ISLAND PARKWAY RENOVATION PROJECT THAT WAS COMPLETED IN
LATE APRIL OF 2021. THIS EXTENDED WARRANTY WILL BE IN PLACE FOR
AS LONG AS THE MAINTENANCE CONTRACT IS IN PLACE BETWEEN
ARTIGUES LANDSCAPE & MAINTENANCE, LLC AND THE TOWN OF
KIAWAH ISLAND**



10/15/21

Maurice J Artigues III (President/Owner)

www.artigueslm.com

843.514.8684

295 Seven Farms Dr., PMB 187
Suite C, Charleston, SC 29492



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WAYS AND MEANS

Agenda Item



Memorandum

TO: Chair and Members of Ways and Means Committee

FROM: Dorota Szubert, Town Treasurer

SUBJECT: Business License Rates Schedule

DATE: 10/25/2021

Background and Overview:

Act 176, the SC Business License Tax Standardization Act was signed into law in September 2020. This new law requires that South Carolina's cities and towns standardize their business license practices before January 1, 2022. One of the required steps is rebalancing their business license rates to ensure revenue neutrality during 2022 business licenses cycle. To achieve compliance with the new law, the Town needs to make changes to the current rate schedule. Please see the details in the attached presentation

Action Requested:

Staff is requesting recommendation to Town Council for the approval of the new rate schedule, included in Appendix A.

APPENDIX A: BUSINESS LICENSE RATE SCHEDULE

RATE CLASS	INCOME: \$0 - \$2,000	INCOME OVER \$2,000
	BASE RATE	RATE PER \$1,000 OR FRACTION THEREOF
1	\$50.00	\$1.95
2	\$55.00	\$2.15
3	\$60.00	\$2.35
4	\$65.00	\$2.55
5	\$70.00	\$2.75
6	\$75.00	\$2.95
7	\$80.00	\$3.15
8.1	\$70.00	\$2.40
8.2	Set by state statute	
8.3	MASC Telecommunications	
8.4	MASC Insurance	
8.51	\$12.50 plus \$12.50 per machine	
8.52	\$12.50 plus \$180.00 per machine	
8.6	\$5 or 12.50 per table plus per \$1,000, or fraction, over \$2,000	\$2.00
9.8	Promoters of Events	

Business License Standardization Act- Act 176

1. Convert Business Licenses Year- the new licenses period is May1 to April 30
2. Review Data- the law's standardized class schedule uses the latest (2017) edition of the NAICS codes to place businesses into appropriate rate schedule.
3. Rebalance Rates- Jurisdictions must rebalance their business licensee tax rates to ensure revenue neutrality during 2022 license cycle.

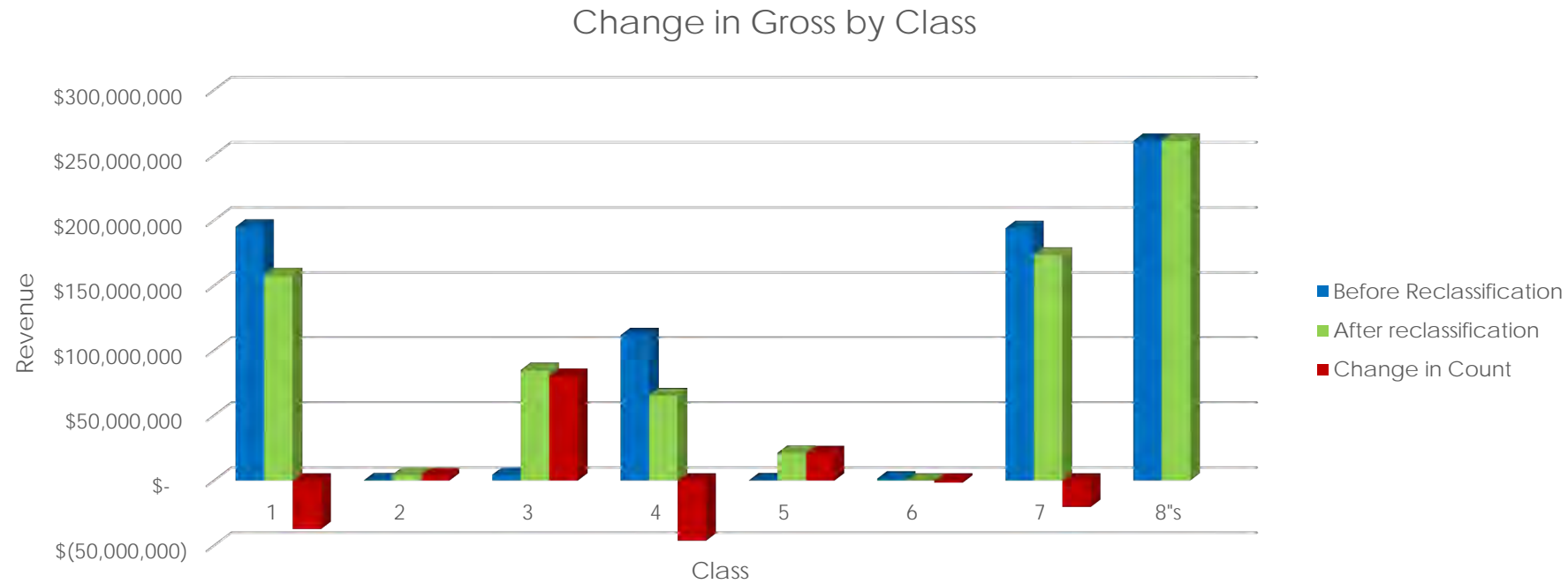
Business Licenses Class Schedule

	Original Total Licenses	Proposed Total Licenses	Change
Class 1	172	175	3
Class 2	3	26	23
Class 3	28	20	-8
Class 4	346	351	5
Class 5	7	188	181
Class 6	9	0	-9
Class 7	1466	1271	-195
Class 8.1	914	914	0

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BL Income by Class-Proposed Rates



Impact Analysis

Impact Summary		# of Licensees	% of Total	Decrease	% with Decrease
>	10.0%	102	3.5%	1616	55%
>	\$100	65	2.2%	Increase	% with Increase
>	BOTH	57	1.9%	1329	45%
				2945	



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WAYS AND MEANS

Agenda Item



Memorandum

TO: Chair and Members of Ways and Means Committee

FROM: Dorota Szubert, Town Treasurer

SUBJECT: Budget Report for the First Three Months Ended 9/30/2021

DATE: 10/25/2021

Overview:

Presented here is the Town's Balance Sheet as of September 30, 2021, and Budget to Actual Report for the first quarter. The Budget to Actual Report is compiled on the cash basis and all the funds are consolidated.

As of September 30, 2021, the Town's governmental funds combined have ending fund balance of approximately \$24M an increase of approximately \$1.1M from June 30, 2021. Of this amount approximately 55%, or \$13.2M is available for spending at the Town's discretion (unassigned fund balance).

Overall, for the first three months the Town's revenues are slightly higher than budgeted. Current year revenue projections were based on FY2019 (pre pandemic) actual collections. Consolidated revenues of \$2.6M are approximately \$543K or 26% more than budgeted and \$738K, or 39% higher than collections in the quarter ended 9/30/2018. The positive variance is attributable to continuous high tourism activity on the Island and higher than anticipated number of construction and renovations projects.

In overall, with 25% of the year lapsed at the end of September, expenditures are reasonable and in line with the budget. Total expenditures to date are approximately \$1.5M, or 17% of total budgeted expenditures. Majority of the variances relate to the timing of the billing by the vendors.

Town of Kiawah Island
Balance Sheet - Governmental Funds
Unaudited
Modified Cash Basis
September 30, 2021

	GENERAL FUND	SPECIAL FUNDS COMBINED	CAPITAL FUND	TOTAL FUNDS
ASSETS				
Cash and Cash Equivalents	\$ 13,202,107		\$ -	\$ 13,202,107
Cash and Cash Equivalents, Restricted	-	5,016,355	5,782,689	10,799,044
Accounts Receivable	165,592	-	-	165,592
Prepaid Item	-	-	-	-
TOTAL ASSETS	13,367,699	5,016,355	5,782,689	24,166,742
LIABILITIES				
Accounts Payable and Accrued Liabilities	20,111	-	-	20,111
Municipal Court Fines and Assessments Payable	-	-	-	-
Unearned Revenue	11,710	-	-	11,710
TOTAL LIABILITIES	31,821	-	-	31,821
DEFERRED INFLOWS OF RESOURCES				
Unavailable Revenue	136,935	-	-	136,935
TOTAL DEFERRED INFLOWS OF RESOURCES	136,935	-	-	136,935
TOTAL LIABILITIES AND DEFERRED INFLOWS OF RESOURCES	168,756	-	-	168,756
FUND BALANCES				
Restricted:				
Tourism Related Expenditures & Capital Improvements	-	4,991,881	5,782,689	10,774,569
Victims' Assistance	-	24,474	-	24,474
Unrestricted	13,198,943	-	-	13,198,943
TOTAL FUND BALANCES	13,198,943	5,016,355	5,782,689	23,997,986
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES	\$ 13,367,699	\$ 5,016,355	\$ 5,782,689	\$ 24,166,742

Town of Kiawah Island
Budget to Actuals
For the Three Months Ended 9/30/21
Modified Cash Basis /Unaudited

	Quarter			Fiscal YTD				
	ACTUALS	BUDGET	VARIANCE	ACTUALS	BUDGET	VARIANCE	FY2019 QE 9/30/2018	VARIANCE
Revenue:								
Building Permits	\$ 392,223	\$ 225,000	\$ 167,223	\$ 392,223	\$ 225,000	\$ 167,223	\$ 218,493	\$ 173,730
Building Permits-Special Projects	305,197	100,000	205,197	305,197	100,000	205,197	77,173	228,024
Business Licenses	195,143	165,000	30,143	195,143	165,000	30,143	34,096	161,047
STR Application Fees	17,400	15,000	2,400	17,400	15,000	2,400	-	17,400
Franchisee Fees	150,000	200,000	(50,000)	150,000	200,000	(50,000)	225,100	(75,100)
Local Option Tax	93,361	90,000	3,361	93,361	90,000	3,361	67,828	25,533
State ATAX	440,343	350,000	90,343	440,343	350,000	90,343	324,635	115,708
Local ATAX	268,174	200,000	68,174	268,174	200,000	68,174	177,527	90,647
County ATAX	-	-	-	-	-	-	-	-
Hospitality Tax	177,206	150,000	27,206	177,206	150,000	27,206	116,157	61,049
Environmental Services	555,883	550,000	5,883	555,883	550,000	5,883	534,073	21,810
Intere	4,792	8,500	(3,708)	4,792	8,500	(3,708)	94,965	(90,173)
Other	21,528	25,000	(3,472)	21,528	25,000	(3,472)	13,456	8,072
Total Revenue	2,621,250	2,078,500	542,750	2,621,250	2,078,500	542,750	1,883,503	737,747
Expenses:								
Salaries/Regular Employees	349,878	346,749	(3,129)	349,878	346,749	(3,129)	319,197	(30,681)
Overtime	45	1,050	1,005	45	1,050	1,005	-	(1,050)
Benefits	82,097	89,746	7,649	82,097	89,746	7,649	68,328	(21,418)
Payroll Tax	25,619	24,766	(853)	25,619	24,766	(853)	20,937	(3,829)
Employee Subtotal	457,639	462,311	4,672	457,639	462,311	4,672	408,462	(56,978)
Public Safety/Payroll and Related/ Off Duty Deputies	69,240	109,908	40,668	69,240	109,908	40,668	122,812	53,572
Public Safety/CCSO Contract	-	89,156	89,156	-	89,156	89,156	-	-
STR Code Enforcement	48,097	47,145	(952)	48,097	47,145	(952)	-	(48,097)
Utilities & Supplies	51,599	62,725	11,126	51,599	62,725	11,126	39,470	(12,129)
Advertising	1,074	3,500	2,426	1,074	3,500	2,426	452	(622)
Communications	18,454	17,080	(1,374)	18,454	17,080	(1,374)	14,380	(4,074)
Waste Management	174,614	173,250	(1,364)	174,614	173,250	(1,364)	172,913	(1,701)
Insurance	149,538	150,824	1,286	149,538	150,824	1,286	107,714	(41,824)
Professional Services	37,586	35,250	(2,336)	37,586	35,250	(2,336)	51,747	14,161
Consultants	47,798	52,750	4,952	47,798	52,750	4,952	18,714	(29,084)
Maintenance	165,909	142,950	(22,959)	165,909	142,950	(22,959)	140,419	(25,490)
Travel	6,841	13,500	6,659	6,841	13,500	6,659	4,804	(2,037)
Rentals	10,085	11,250	1,165	10,085	11,250	1,165	6,196	(3,889)
Tourism & Recreations	158,482	160,000	1,518	158,482	160,000	1,518	255,197	96,715
Contributions	-	-	-	-	-	-	-	-
Other	86,429	82,646	(3,783)	86,429	82,646	(3,783)	73,987	(12,442)
Debt Service	-	-	-	-	-	-	350,869	350,869
Capital Outlay:								-
Building	-	-	-	-	-	-	-	-
Infrastructure	-	-	-	-	-	-	-	-
Vehicles	-	-	-	-	-	-	58,251	58,251
Other	-	-	-	-	-	-	10,758	10,758
Total Expenses	1,483,385	1,614,244	130,859	1,483,385	1,614,244	130,859	1,837,145	353,760
Net Changes in Fund Balance	1,137,865	464,256	673,609	1,137,865	464,256	673,609	46,358	(1,091,507)